

Hearing Date and Time: January 18, 2019 at 10:00 a.m. (Eastern Time)
Response Deadline: January 11, 2019 at 4:00 p.m. (Eastern Time)

CLARK HILL PLC
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Attorneys for Milton Manufacturing, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
SEARS HOLDING CORPORATION, et al.,	:
	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

**NOTICE OF HEARING ON MOTION OF MILTON MANUFACTURING, LLC
TO ALLOW AND COMPEL PAYMENT OF ADMINISTRATIVE EXPENSE
CLAIM UNDER 11 U.S.C. § 503(b) FOR CRAFTSMAN BRANDED GOODS
DELIVERED TO THE DEBTOR POSTPETITION**

PLEASE TAKE NOTICE that a hearing on the annexed motion (the “Motion”) of Milton Manufacturing, LLC (“Milton”) to allow and compel payment of administrative expense claim under 11 U.S.C. § 503(b) for *Craftsman* branded goods delivered to Sears, Roebuck & Co., a debtor and debtor in possession in the above-captioned chapter 11 cases (the “Debtor”), postpetition, as more fully set forth in the Motion, will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Courtroom 118, 300 Quarropas Street, White Plains, New York, 10601-

4140 (the “Bankruptcy Court”) on **January 18, 2019 at 10:00 a.m. (Eastern Time)** (the “Hearing”), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objection (“Objections”) to the Motion shall be in writing, shall conform to the Bankruptcy Rules and the Local Rules, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with the *Amended Order Implementing Certain Notice and Case Management Procedures*, entered on November 1, 2018 (ECF No. 405), so as to be filed and received no later than **January 11, 2019 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, Milton may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

Respectfully submitted,

CLARK HILL PLC

By: /s/ Joel D. Applebaum
Joel D. Applebaum
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Date: January 3, 2019

Attorneys for Milton Manufacturing, LLC

Hearing Date and Time: January 18, 2019 at 10:00 a.m. (Eastern Time)
Response Deadline: January 11, 2019 at 4:00 p.m. (Eastern Time)

CLARK HILL PLC
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Attorneys for Milton Manufacturing, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	
	:	Chapter 11
SEARS HOLDING CORPORATION, <i>et al.</i>,	:	
	:	Case No. 18-23538 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----X		

**MOTION OF MILTON MANUFACTURING, LLC TO ALLOW AND COMPEL
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM UNDER 11 U.S.C. § 503(b) FOR
CRAFTSMAN BRANDED GOODS DELIVERED TO THE DEBTOR POSTPETITION**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:

Milton Manufacturing, LLC (“Milton”) respectfully represents as follows in support of this motion (the “Motion”):

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

Relevant Background

The Bankruptcy Case

2. On October 15, 2018 (the “Commencement Date”), Sears, Roebuck & Co., a debtor and debtor in possession in the above-captioned chapter 11 cases, (the “Debtor” and, with the other debtors and debtors in possession in the above-captioned chapter 11 cases, the “Debtors”) commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

Debtor Purchases Craftsman Branded Goods From Milton

3. On or about August 27, 2018, Sears, the Debtor ordered various *Craftsman* branded goods from Milton pursuant to Purchase Order Nos. UA8379, UZ8343, UZ8505, UZ8515, and UZ8517, copies of which are attached hereto as **Exhibit A**. The goods consist of the following products: 7 in 1 Ratcheting Screwdriver, 12 pc Ratcheting Wrench Set, Metric Transformer Set, SAE Transformer Set, 31 pc Ratcheting Stubby Set, 16 pc Mini Socket Set and Case, and 3 Way Hex Key Combo Set.

4. The goods identified in Purchase Orders Nos. UA8379, UZ8343, UZ8505, and UZ8515 were shipped from Taiwan on September 25, 2018, and delivered to Sears Holding Corporation's warehouse in Wilmington, California on **October 18, 2018** (*i.e.*, three days **after** the Commencement Date). The goods identified in Purchase Order No. UZ8517 were shipped from China on October 7, 2018, and delivered to Sears Holding Corporation's warehouse in Wilmington, California on **November 9, 2018** (*i.e.*, 25 days **after** the Commencement Date). Milton has received confirmation that six of the seven products in the deliveries are being sold in the Debtors' stores, and the seventh product will be sold shortly. Milton is currently owed \$377,132.16 for these goods.

5. On the Commencement Date, the Debtors filed the *Motion of Debtors for Interim and Final Authority to (I) Pay Prepetition Claims of (A) Shippers, Warehousemen, and Other Non-Merchandise Lien Claimants and (B) Holders of PACA/PASA Claims, and (II) Confirm Administrative Expense Priority for Prepetition Orders Delivered to the Debtors Postpetition, and Satisfy Such Obligations in the Ordinary Course of Business* [ECF No. 14] (the "First Day Motion").

6. In the First Day Motion, the Debtors sought entry of an order "granting administrative priority status to all undisputed obligations of the Debtors owing to third party vendors and suppliers arising from the postpetition delivery of goods ordered prior to the Commencement Date and authorizing the Debtors to pay such obligations in the ordinary course of business." First Day Motion ¶ 5. With respect to this request, the Debtors represented to the Court as follows:

Pursuant to section 503(b) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of necessary goods and services are afforded administrative expense priority because they benefit the estate postpetition. 11 U.S.C. § 503(b)(1)(A); *see In re Chateaugay Corp.*, 10

F.3d 944, 956 (2d Cir. 1993) (holding that an obligation arising from the postpetition performance relating to a prepetition transaction is entitled to administrative expense priority) *In re A.C.E. Elevator Co., Inc.*, 347 B.R. 473, 481 (Bankr. S.D.N.Y. 2006) (holding that to receive a claim under section 503 a claimant must provide a postpetition benefit to the estate). **Additionally, under section 363 of the Bankruptcy Code, the Debtors can continue to operate in the ordinary course of business including honoring postpetition obligations under Prepetition Orders without prior court approval.**

Accordingly, granting the relief sought herein with respect to the Prepetition Orders will not provide the Vendors with any greater priority than they would otherwise be entitled to, and will not prejudice any part [*sic*] in interest. Absent such relief, the Debtors may be required to expend substantial time and effort reissuing the Prepetition Orders to provide their vendors with assurance of administrative priority. This disruption to the continuous flow of goods and services to the Debtors would seriously impact the Debtors' ability to operate their business. Without the support of their vendors, the Debtors will incur significant costs and lose valuable business relationships to the detriment of all parties in interest. **Therefore, the obligations owed under the Prepetition Orders relating to goods delivered postpetition should be explicitly granted administrative expense status.**

First Day Motion ¶¶ 34, 35 (emphasis added).

7. On November 20, 2018, the Court entered the *Final Order Authorizing Debtors to (I) Pay Prepetition Claims of (A) Shippers, Warehousemen, and Other Non-Merchandise Lien Claimants and (B) Holders of PACA/PASA Claims, and (II) Confirm Administrative Expense Priority for Prepetition Orders Delivered to the Debtors Postpetition, and Satisfy Such Obligations in the Ordinary Course of Business* [ECF No. 843] (the "Final Order"). The Final Order provides, in relevant part, as follows:

All undisputed obligations of the Debtors arising from the postpetition delivery or shipment by [*sic*] of goods under the Prepetition Orders are granted administrative expense priority status pursuant to section 503(b)(1)(A) of the Bankruptcy Code, and the Debtors are authorized, but not directed, to pay such obligations in the ordinary course of business consistent with the parties' customary practices in effect prior to the Commencement Date.

Final Order ¶ 8.

8. Milton contacted the Debtor, both directly and through Debtor's counsel, multiple times to request payment for the *Craftsman* branded goods delivered postpetition, and for confirmation that the Debtor would honor its contractual obligation to pay for the *Craftsman* branded goods ordered by the Debtor and currently being held in a warehouse in Taiwan. To date, Milton has received no response to these requests. Meanwhile, Milton has incurred, and continues to incur, costs for warehousing the goods in Taiwan, and has been threatened with lawsuits since it has been unable to pay certain of its suppliers in full due to the Debtor's nonpayment.

Relief Requested

9. Milton requests, pursuant to sections 105(a) and 503(b) of the Bankruptcy Code, and the Final Order, entry of an order, substantially in the form attached hereto as **Exhibit B**, (i) granting Milton an allowed administrative expense claim in the amount of \$377,132.16 under section 503(b)(1)(A) of the Bankruptcy Code or, alternatively, section 503(b)(9) of the Bankruptcy Code for *Craftsman* branded goods delivered to the Debtor postpetition, and (ii) requiring the Debtor to pay such allowed administrative expense claim within seven (7) days after the entry of the order.

Basis for Relief

I. Milton Is Entitled To An Administrative Expense Claim Under The Final Order And Section 503(b)(1)(A) Of The Bankruptcy Code.

10. The Final Order provides that “[a]ll undisputed obligations of the Debtors arising from the postpetition delivery or shipment by [sic] of goods under the Prepetition Orders are granted administrative expense priority pursuant to section 503(b)(1)(A) of the Bankruptcy Code[.]” Final Order ¶ 8. Section 503(b)(1)(A) provides for the allowance, as an administrative expense, the “actual, necessary costs and expenses of preserving the estate[.]” 11 U.S.C. §

503(b)(1)(A). Section 105(a) of the Bankruptcy Code allows a bankruptcy court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code, including section 503(b). 11 U.S.C. § 105(a).

11. The amounts owed to Milton for the *Craftsman* branded tools delivered to Sears Holding Corporation’s warehouse after the Commencement Date are undisputed obligations of the Debtors arising from the postpetition delivery or shipment of goods under prepetition orders. Accordingly, they are entitled to administrative expense priority pursuant to the Final Order and section 503(b)(1)(A) of the Bankruptcy Code.

12. Moreover, the Debtors and its estates are already benefiting from the goods delivered. Milton has received confirmation that six of the seven products in the deliveries are being sold in the Debtors’ stores, and the seventh product will be sold shortly.

13. The Debtor should be required to immediately pay Milton for the goods delivered. Under the Final Order, the Debtor is authorized “to pay such obligations in the ordinary course of business consistent with the parties’ customary practices in effect prior to the Commencement Date.” Final Order ¶ 8. It would be patently unfair, and without legal basis, for the Debtors to pay some administrative expense claimants who supply goods to the Debtors postpetition in the ordinary course of business and not pay others, such as Milton. *See, e.g.*, 11 U.S.C. §§ 507, 1122(a), 1123(a)(4); *Hall v. Perry (In re Cochise College Park, Inc.)*, 703 F.2d 1339, 1356 n. 22 (9th Cir. 1983) (“All administrative expense creditors must be treated with ‘absolute equality,’ unless, of course, some creditors, with full knowledge of the fact, have agreed to subordinate their claims.”) (citation omitted). Accordingly, the Debtor should be compelled to pay the amount owed to Milton within seven (7) days after the entry of the order.

II. Alternatively, Milton Is Entitled To An Administrative Expense Claim Under 11 U.S.C. § 503(b)(9).

14. Section 503(b)(9) of the Bankruptcy Code provides as follows:

(b) After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—

(9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

11 U.S.C. § 503(b)(9).

15. To the extent that the Court determines that Milton is not entitled to an administrative expense claim under the Final Order and/or section 503(b)(1)(A) of the Bankruptcy Code for the goods delivered to the Debtor postpetition, but shipped prepetition, Milton is entitled to an administrative expense claim under section 503(b)(9) of the Bankruptcy Code.

Conclusion

For the foregoing reasons, Milton respectfully requests that the Court (a) enter an order, substantially in the form attached hereto as **Exhibit B**, (i) granting Milton an allowed administrative expense claim in the amount of \$377,132.16 on account of the *Craftsman* branded goods delivered to the Debtors after the Commencement Date, and (ii) requiring the Debtor to pay such allowed administrative expense claim, and (b) grant such other and further relief to Milton as the Court deems just and proper.

Respectfully submitted,

CLARK HILL PLC

By: /s/ Joel D. Applebaum

Joel D. Applebaum

John R. Stevenson

151 South Old Woodward Avenue, Suite 200

Birmingham, MI 48009

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japplebaum@clarkhill.com

jstevenson@clarkhill.com

Date: January 3, 2019

Attorneys for Milton Manufacturing, LLC

Exhibit A

Purchase Orders for Goods Delivered to Debtor Post-Petition

ORDER DATE : 27-AUG-2018**ORDER NO :** UA8379**BUYER :** CG1 CAITLIN GILES**DIV :** Division 2**DEPT NO :** 010**SEARS ROEBUCK & CO.**

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$13,204.80

PAYMENT TO BE MADE BY :☐ MULTIPLE PAYMENT TYPES☒ CHECK/WIRE TRANSFER

Amount USD: 13,204.80

☐ FREE GOODS

Amount USD: 0.00

☐ LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:	105597
NAME	YIH CHENG FACTORY CO LTD
ADDRESS	NO 103 NAN KANG 3RD RD, NAN TOU NAN KANG INDUSTRIAL AREA NANTOU
COUNTRY	Taiwan, Province of China
TEL	886 (49) 2252211 EXT. 231
EMAIL	ken@yctools.com.tw
MID	TWYIHCHE103NAN

ORDER DATE : 27-AUG-2018	ORDER NO : UA8379	CG1 CAITLIN GILES
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ITEM CODE: 570019406586	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 7IN1 RATCHETING		
	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
I 2 OF 5/CARTON UPC: 10883967554246	CAT/SUB-CAT: 57/05			
STYLE: 98885	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	98885	000
INTL COMMODITY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$24.99	56	2,016	\$13,204.80
\$6.550	\$235.800				

PER CARTON	KGS: 14.288	CBM: 0.037659	EACHES PER INNER	6
	LBS: 31.500	CU. FT.: 1.330	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 17.3" X W 10.8" X H 12.3"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	56	2,016	W

DETAIL DESCRIPTION-

7 in 1 Ratcheting Screwdriver
1PC MULTI BIT RATCHET SCREWDRIVER
6PC BITS 89MM: SL3/16', 1/4', PH#1, 2, T15, 20
BITS MATERIAL: CHROME VANADIUM
HANDLE MATERIAL: 50% PP, 50% TPR

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UA8379	CG1 CAITLIN GILES
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ITEM CODE: 570019406586

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						98885-000						

ITEM CODE: 570019406586

ITEM: 7IN1 RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
			TOTAL	0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406586

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UA8379

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8343

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$85,370.40

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 85,370.40

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105592

NAME

CHANG LOON IND CO LTD

ADDRESS

NO. 349, MAMING RD., SHIOUSHUEI
TOWNSHIP CHANGHUA COUNTY,
CHANG HUA

COUNTRY

Taiwan, Province of China

TEL

04-7688568

EMAIL

chlttool@ms49.hinet.net

MID

TWCHALOO349CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8343	CG1 CAITLIN GILES
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ITEM CODE: 750019407048		SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 12PC SET RATCHETING WR		
I 2 OF 5/CARTON UPC: 10883967554253		SUB-SEASON: 10-BASIC AND REPLENISHED			
STYLE: 99901		CAT/SUB-CAT: 75/16			
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
INTL COMMODY CODE: GDSM		COPYRIGHT REG. NO.:	609	99901	000
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$139.99	167	2,004	\$85,370.40
\$42.600	\$511.200				

PER CARTON	KGS:	26.444	CBM:	0.043787	EACHES PER INNER	3
	LBS:	58.300	CU. FT.:	1.546	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS			PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 18.4" X W 13.7" X H 10.6"			BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
3 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	167	2,004	W

DETAIL DESCRIPTION-
CUSTOMS ITEM DESCRIPTION:
12 PC RATCHETING WRENCH SET
3/8", 7/16", 1/2", 9/16", 5/8", 3/4"
10, 12, 13, 15, 17, 18MM 72 TEETH
MATERIAL: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8343	CG1 CAITLIN GILES
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ITEM CODE: 750019407048

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99901-000						

ITEM CODE: 750019407048

ITEM: 12PC SET RATCHETING WR

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 750019407048

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8343

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8505

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$194,949.12

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 194,949.12

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:	105593
NAME	CHANG PU ENTERPRISE CO LTD
ADDRESS	NO.25, LN 73, BINHE ST., XIHU TOWNSHIP, CHANGHUA COUNTY 514 CHANGHUA TAIWAN
COUNTRY	Taiwan, Province of China
TEL	+886-48610168
EMAIL	changpu@changputool.com.tw
MID	TWCHAPU514CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8505	CG1 CAITLIN GILES
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ITEM CODE: 750019406727		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION TRANSFORMER TOOL METRIC SET		
I 2OF 5/CARTON UPC: 10883967554208		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99606		CAT/SUB-CAT: 75/16	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	609	99606	000
INTL COMMODITY CODE: GDSM		COPYRIGHT REG. NO.:			
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS: 15.150	CBM: 0.076712	EACHES PER INNER	3
	LBS: 33.400	CU. FT.: 2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	167	2,004	W

DETAIL DESCRIPTION-

Metric Transformer Set

CUSTOMS ITEM DESCRIPTION:

1PC RATCHET HANDLE

1PC DOUBLE END STUBBY PLUG

6PC INTERCHANGEABLE HEAD: 10MM, 11MM, 13MM, 14MM,16MM, 17MM

HANDLE MATERIAL: CHROME VANADIUM

PLUG MATERIAL: CHROME VANADIUM

INTERCHANGEABLE HEAD: CHROME VANADIUM

HANDLE WITH RATCHETING WRENCH ATTACHMENTS

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8505	CG1 CAITLIN GILES
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ITEM CODE: 750019406842		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION TRANSFORMER TOOL SAE SET		
		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
I 2 OF 5/CARTON UPC: 10883967554192		CAT/SUB-CAT: 75/16			
STYLE: 99607		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN		COPYRIGHT REG. NO.:	609	99607	000
INTL COMMODITY CODE: GDSM		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS:	15.150	CBM:	0.076712	EACHES PER INNER	3
	LBS:	33.400	CU. FT.:	2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS			PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"			BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	167	2,004	W

DETAIL DESCRIPTION-

SAE Transformer Set

CUSTOMS ITEM DESCRIPTION: HANDLE WITH RATCHETING WRENCH ATTACHMENTS

1PC RATCHET HANDLE 1PC DOUBLE END STUBBY PLUG

6PC INTERCHANGEABLE HEAD: 3/8', 7/16', 1/2', 9/16', 5/8', 11/16'

HANDLE MATERIAL: CHROME VANADIUM

PLUG MATERIAL: CHROME VANADIUM INTERCHANGEABLE HEAD: CHROME VANADIUM

OPC: 12

CG1 CAITLIN GILES

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8505

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018**ORDER NO :** UZ8515**BUYER :** CG1 CAITLIN GILES**DIV :** Division 2**DEPT NO :** 010**SEARS ROEBUCK & CO.**

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$51,387.84

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 51,387.84

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:	105586
NAME	A KRAFT TOOLS MANUFACTURING CO LTD
ADDRESS	NO.21-1, LANE. 557, ZHONGZHENG RD WUFENG DIST TAICHUNG TAIWAN
COUNTRY	Taiwan, Province of China
TEL	886 4 2332 7908
EMAIL	jeff@akraft.com.tw
MID	TWAKRA557TAI

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8515	CG1 CAITLIN GILES
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ITEM CODE: 570019406933	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 31PC SET RATCHETING		
I 2 OF 5/CARTON UPC: 10883967554222	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99855	CAT/SUB-CAT: 57/05	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	TRADEMARK: NONE	609	99855	000
INTL COMMODITY CODE: GDSM	COPYRIGHT REG. NO.:			
	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$26,328.96
\$13.060	\$470.160				

PER CARTON	KGS: 13.562	CBM: 0.046712	EACHES PER INNER	6
	LBS: 29.900	CU. FT.: 1.650	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.5" X W 10.3" X H 13.5"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	56	2,016	W

DETAIL DESCRIPTION-

31 pc Ratcheting Stubby Set

CUSTOMS ITEM DESCRIPTION:

1 - RATCHET STUBBY TYPE KH3000S-B 30 - BIT 1/4" X 25MM

SL 1/8, 5/32, 3/16, 1/4, 5/16

HEX: 2,3,4,5,6,7,8MM T9,10,15,20,25,27,30,40 PZ: 0,1,,2,3

PH: 1,2,3 SQUARE: SQ0, R1,R2

HANDLE MATERIAL: CHROME VANADIUM

BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8515	CG1 CAITLIN GILES
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ITEM CODE: 730019407030		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 16 PC MINI SOCKET SET		
I 2 OF 5/CARTON UPC: 10883967554215		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99880		CAT/SUB-CAT: 73/01			
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
INTL COMMODITY CODE: GDSM		COPYRIGHT REG. NO.:	609	99880	000
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$25,058.88
\$12.430	\$447.480				

PER CARTON	KGS:	13.562	CBM:	0.046712	EACHES PER INNER	6
	LBS:	29.900	CU. FT.:	1.650	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS			PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.5" X W 10.3" X H 13.5"			REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	19-SEP-2018	19-SEP-2018	10-NOV-2018	X	56	2,016	W

DETAIL DESCRIPTION-
16 pc mini socket set and case
CUSTOMS ITEM DESCRIPTION:
4 - SPLINE SOCKETS: 1/4, 5/16, 3/8, 1/2
1 - RATCHET STUBBY TYPE KH3000S (60TEETH)
1 - COUPLER OF BIT 10 - BIT 1/4" X 25L (COLOR RING)
H4, 5, 6 SL 3/16, 1/4 T10,15,20,25,30
HANDLE MATERIAL: CHROME VANADIUM
SOCKETS MATERIAL: CHROME VANADIUM
BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8515	CG1 CAITLIN GILES
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ITEM CODE: 570019406933

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99855-000						

ITEM CODE: 730019407030

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99880-000						

ITEM CODE: 570019406933

ITEM: 31PC SET RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ITEM CODE: 730019407030

ITEM: 16 PC MINI SOCKET SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406933

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

FOR ITEM 730019407030

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIES)SO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8515

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018**ORDER NO :** UZ8517**BUYER :** CG1 CAITLIN GILES**DIV :** Division 2**DEPT NO :** 010**SEARS ROEBUCK & CO.**

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$32,220.00

PAYMENT TO BE MADE BY :☐ MULTIPLE PAYMENT TYPES☒ CHECK/WIRE TRANSFER

Amount USD: 32,220.00

☐ FREE GOODS

Amount USD: 0.00

☐ LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN CHINA (MAINLAND)
EMBARK/GO-DOWN:	CHINA (MAINLAND)
SHIP POINT:	CNGB1H
DELIVERY TERMS:	FOB CN
CITY, COUNTRY:	Ningbo, China

FACTORY DETAILS:

FACTORY NBR:	105596
NAME	NINGBO KING MOUNT CO LTD
ADDRESS	INDUSTRIAL DISTRICT ,DAJIAHE TOWN NINGHAI COUNTY NINGBO ZHEJIANG
COUNTRY	China
TEL	86-13916017022
EMAIL	maureen@kmount.com
MID	CNNINKINNIN

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8517	CG1 CAITLIN GILES
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ITEM CODE: 740019406859	SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 3 WAY HEX KEY COMBO SET		
	SUB-SEASON: 10-BASIC AND REPLENISHED			
I 2 OF 5/CARTON UPC: 10883967554239	CAT/SUB-CAT: 74/07			
STYLE: 99625	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	99625	000
INTL COMMODY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$29.99	225	4,500	\$32,220.00
\$7.160	\$143.200				

PER CARTON	KGS: 16.375	CBM: 0.051017	EACHES PER INNER	5
	LBS: 36.100	CU. FT.: 1.802	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	20
L 17.7" X W 14.3" X H 12.3"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

5 EACHES PER INNER, 400 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	25-SEP-2018	25-SEP-2018	20-NOV-2018	X	225	4,500	W

DETAIL DESCRIPTION-

3 Way Hex Key Combo Set

CUSTOMS ITEM DESCRIPTION:

1.5MM, 2MM, 2.5MM, 3MM, 4MM, 4.5MM, 5MM, 5.5MM, 6MM

5/64', 3/32', 7/64', 1/8', 9/64', 5/32', 3/16', 7/32', 1/4'

T9, T10, T15, T20, T25, T27, T30, T40

BLADE MATERIAL: CHROME VANADIUM

HANDLE MATERIAL: ABS

OPC: 20

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8517	CG1 CAITLIN GILES
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ITEM CODE: 740019406859

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99625-000						

ITEM CODE: 740019406859

ITEM: 3 WAY HEX KEY COMBO SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 740019406859

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

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ORDER DATE : 27-AUG-2018

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CG1 CAITLIN GILES

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Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: :
: **Chapter 11**
SEARS HOLDING CORPORATION, et al., :
: **Case No. 18-23538 (RDD)**
: **(Jointly Administered)**
Debtors. :
-----X

**ORDER GRANTING MOTION OF MILTON MANUFACTURING, LLC
TO ALLOW AND COMPEL PAYMENT OF ADMINISTRATIVE EXPENSE
CLAIM UNDER 11 U.S.C. § 503(b) FOR CRAFTSMAN BRANDED GOODS
DELIVERED TO THE DEBTOR POSTPETITION**

Upon the motion (the “Motion”) of Milton Manufacturing, LLC (“Milton”), pursuant to sections 105(a) and 503(b) of title 11 of the United States Code, and the *Final Order Authorizing Debtors to (I) Pay Prepetition Claims of (A) Shippers, Warehousemen, and Other Non-Merchandise Lien Claimants and (B) Holders of PACA/PASA Claims, and (II) Confirm Administrative Expense Priority for Prepetition Orders Delivered to the Debtors Postpetition, and Satisfy Such Obligations in the Ordinary Course of Business* [ECF No. 843], for entry of an order (i) granting Milton an allowed administrative expense claim in the amount of \$377,132.16 on account of the *Craftsman* branded goods delivered to Sears, Roebuck & Co. (the “Debtor”), a debtor and debtor in possession in the above-captioned chapter 11 cases, after the commencement of the Debtor’s bankruptcy case, and (ii) requiring the Debtor to promptly pay such allowed administrative expense claim; and the Court having jurisdiction to decide the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 (a) and (b) and 1334(b); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and no further notice being

required; and upon the Court's review of the Motion and all responses thereto; and upon the Court's determination that the legal and factual bases set forth in the Motion establish just cause for the relief requested therein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. Milton is granted an administrative expense claim in the amount of \$377,132.16 under 11 U.S.C. § 503(b)(1) for goods delivered postpetition to the Debtor. The Debtor is ordered to pay such administrative expense claim within seven (7) days after the entry of this Order.
3. The entry of this Order is without prejudice to Milton to seek any appropriate damages against the Debtor relating to the aforementioned goods delivered to the Debtor postpetition.
4. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE